

ASSIGNMENT

WHEREAS, LAUREL A. NOVACEK, FRASER R. SHARP and DONALD A. McLEAN, (hereinafter ASSIGNORS) of 4063 West 20th Avenue, Vancouver, B.C., V6S 1G6, Canada; 1830 Greer Avenue, Vancouver, B.C., V6J 1C5, Canada; 4486 West 6th Avenue, Vancouver, B.C. V6R 1V3, Canada, respectively, have invented a certain improvement in SAFETY SYRINGE NEEDLE DEVICE WITH INTERCHANGEABLE AND RETRACTABLE NEEDLE PLATFORM for which a so-entitled application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on August 25, 1997;

WHEREAS, Inviso Medical Devices Ltd. (hereinafter ASSIGNEE), an *International* *business company* ~~corporation of the State of~~ Barbados BWI, having an office and place of business at Chancery Chambers High St. Bridgetown is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full and exclusive right to the said invention in the United States and all foreign countries, as described in the aforesaid application, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, for the sole use and behoof of ASSIGNEE, its successors, assigns, and legal representatives.

And, ASSIGNORS hereby agree to transfer a like interest upon request of said ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon,

growing out of or related to the said invention; and to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred.

Agreeing, further, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

AGREED and executed as noted below:

November 28, 1997
Date

Laurel A. Novacek
LAUREL A. NOVACEK

Witnessed by:

Phyllis M. Kilker
Name:

November 28, 1997
Date:

November 28, 1997
Date

Fraser R. Sharp
FRASER R. SHARP

Witnessed by:

Phyllis M. Kilker
Name:

November 28, 1997
Date:

Dec. 5, 1997
Date

D. A. McLean
DONALD A. McLEAN

Witnessed by:

Phyllis M. Kilker
Name:

Dec. 5, 1997
Date: